

**MEMORANDUM OF UNDERSTANDING  
BETWEEN INDIANA AND KENTUCKY  
REGARDING TUITION RECIPROCITY  
2013-2017**

**Parties**

*For Indiana:* Indiana Commission for Higher Education, University of Southern Indiana, Ivy Tech Community College Regions 11 (Batesville, Lawrenceburg, and Madison), 12 (Evansville), and 13 (Sellersburg), Indiana University Southeast, and Purdue Statewide Technology

*For Kentucky:* Kentucky Council on Postsecondary Education, Henderson Community College, Owensboro Community and Technical College, Jefferson Community and Technical College, Gateway Community and Technical College, University of Louisville, Western Kentucky University – Owensboro campus, and Northern Kentucky University

**Purpose**

The states of Indiana and Kentucky desire to provide postsecondary opportunities for the residents of designated counties in both states. Under this agreement, eligible students will be assessed tuition and fees at the enrolling institutions' resident rate, unless otherwise stated in this agreement.

This agreement describes how both states will provide such opportunities.

**Period Covered By Agreement**

July 1, 2013 – June 30, 2017

**Eligible Students**

- A. To be eligible under the terms of this agreement, students must (1) be legal residents of one of the counties designated by both states as an eligible county, (2) be accepted by an eligible institution identified as accepting students from that county as outlined in Appendix A, and (3) enroll at that institution.
- B. Eligible students may enroll in any undergraduate or graduate degree program offered by the eligible institution with these exceptions: Dental, Medical, and Law programs.
- C. Eligible students may enroll on a full-time or part-time basis.

- D. Eligible students shall be subject to the same general or selective program admission standards as resident students.
- E. Part-time students enrolled exclusively in online courses are not eligible to participate under reciprocity.
- F. Under this agreement, eligible students shall be assessed tuition and fees at the enrolling institutions' resident rate, with the exception of eligible Indiana resident students attending Northern Kentucky University, who shall be charged no more than the 2012-2013 tuition rate of \$8,808 per year until the Kentucky resident rate equals or exceeds \$8,808 per year, or July 1, 2016, whichever comes first. From that point forward, all eligible students shall be assessed tuition and fees at the enrolling institutions' resident rate.

### **Terms Of Agreement**

#### **A. The states of Indiana and Kentucky agree:**

- 1. For the duration of this agreement, eligible counties shall consist of those counties listed in Appendix A.
- 2. That the public postsecondary institutions that will participate in this agreement are those listed in Appendix A. Each state will publicize the other state's eligible institutions.
- 3. To treat reciprocity students as resident students when determining appropriations for higher education.
- 4. That, in the event that this agreement is not renewed, enrolled reciprocity students may complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.
- 5. To jointly monitor cross-border student flows under this agreement.
- 6. To confer annually to discuss the agreement and its impact, and to recommend changes as might be appropriate and mutually agreed upon under conditions of Section VI. A. below.

#### **B. Each participating institution will:**

- 1. Treat eligible students as resident students for admission and placement purposes.
- 2. Treat eligible students as resident students with respect to registration, refunds, student records, and academic advising.

3. Report eligible student headcount, FTE, and credit hours each academic term to its state agency for higher education.
4. Report eligible students as separately identifiable out-of-state students when reporting enrollment data to its state agency for higher education.
5. Periodically assess the progress of this agreement and to consider changes as might be appropriate.

#### **Amendment, Renewal Or Termination Of Agreement**

- A. The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.
- B. The parties may amend the agreement in the following manner:
  1. Amendments must be presented to each of the parties of this agreement for their consideration.
  2. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement.
  3. The responses will be sent to all parties in the agreement.
  4. After 60 days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.
- C. Discussions regarding the renewal of this agreement should begin roughly one year prior to its expiration.
- D. This agreement may be terminated by any of the participating institutions, by the Indiana Commission for Higher Education, or by the Kentucky Council on Postsecondary Education, as of June 30<sup>th</sup> of any year, provided that the party electing to terminate has delivered written notice of such intention to terminate to the other parties by the preceding January 1<sup>st</sup>. In the case of such a termination by the Indiana Commission on Higher Education or the Kentucky Council on Postsecondary Education, any such election to terminate shall have the effect of terminating the agreement as to it and all other parties hereto. In the case of a participating institution, any such election to terminate shall have the effect of terminating the agreement only as to itself and its participation in the reciprocity program.
- E. In the event of termination, all enrolled reciprocity students will be allowed to complete their degree programs with state support at reciprocal rates of tuition or at

the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

## **VII. Counterparts**

This agreement may be executed in counterparts, each counterpart agreement shall be deemed an original and all of which together shall constitute one in the same instrument.

**Appendix A**  
**ELIGIBLE INSTITUTIONS AND COUNTIES**

Indiana Institutions and Kentucky Counties

Indiana University-Southeast including  
Purdue Statewide Technology

Bullitt County  
Jefferson County  
Meade County  
Oldham County  
Shelby County  
Trimble County

Ivy Tech Community College  
Region 11 (Batesville, Lawrenceburg and  
Madison)\*

Boone County  
Bracken County  
Campbell County  
Carroll County  
Gallatin County  
Grant County  
Henry County  
Kenton County  
Oldham County  
Owen County  
Pendleton County  
Trimble County

Ivy Tech Community College  
Region 12 (Evansville)

Daviess County  
Hancock County  
Henderson County  
Union County

Ivy Tech Community College  
Region 13 (Sellersburg)

Bullitt County  
Meade County  
Jefferson County  
Oldham County

University of Southern Indiana  
(Evansville)

Daviess County  
Hancock County  
Henderson County  
Union County

Kentucky Institutions and Indiana Counties

Gateway Community and Technical College

Dearborn County  
Franklin County  
Jefferson County  
Ohio County  
Ripley County  
Switzerland County

Henderson Community College

Dubois County  
Gibson County  
Perry County  
Pike County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

Jefferson Community and Technical College

Clark County  
Crawford County  
Dearborn County  
Floyd County  
Franklin County  
Harrison County  
Jefferson County  
Ohio County  
Ripley County  
Scott County  
Switzerland County  
Washington County

Northern Kentucky University

Dearborn County  
Franklin County  
Jefferson County  
Ohio County  
Ripley County  
Switzerland County

---

\*Includes the two-plus-two completion program in  
Business offered by Ivy Tech Community College and  
Indiana University East on the Ivy Tech Community  
College Region 11 campus.

Owensboro Community and Technical College

Dubois County  
Gibson County  
Perry County  
Pike County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

University of Louisville

Clark County  
Crawford County  
Floyd County  
Harrison County  
Perry County  
Scott County  
Washington County

Western Kentucky University - Owensboro

Campus only (Junior level and above)

Dubois County  
Gibson County  
Perry County  
Pike County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

Approved: Thursday, May 9, 2013